

RECORDATION NO. 27036-RR FILED

AUG 28 '08 -8 30 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)  
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OF COUNSEL  
URBAN A. LESTER

August 28, 2008

Anne K. Quinlan, Esq.  
Acting Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: TRIP 13th Funding

Dear Ms Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of August 27, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement being filed with the Board under Recordation Number 27036-RR.

The names and addresses of the parties to the enclosed document are:

Buyer/Assignee: TRIP Rail Leasing LLC  
2525 Stemmons Freeway  
Dallas, Texas 75207

Seller/Assignor: Trinity Industries Leasing Company  
2525 Stemmons Freeway  
Dallas, Texas 75207

Anne K. Quinlan, Esq.  
August 28, 2008  
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A description of the railroad equipment covered by the enclosed document is:

130 railcars within the following series as more particularly set forth in the attachment to the document:

GNAX 009660 – GNAX 009682  
TILX 030139 – TILX 030153  
TILX 110349 – TILX 110393  
TILX 201504 – TILX 201511 (inclusive)  
TILX 210113  
TILX 262538 – TILX 262550  
TILX 262662 – TILX 262687 (inclusive)  
TILX 303366 – TILX 303385 (inclusive)

A short summary of the document to appear in the index is:

Bill of Sale and Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

AUG 28 '08 -8 30 AM

## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT -

## SURFACE TRANSPORTATION BOARD

TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (the "**Seller**"), in consideration of the Purchase Price set forth on Schedule A and other good and valuable consideration given by TRIP Rail Leasing LLC, a Delaware limited liability company (the "**Buyer**"), under the Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of June 27, 2007 among the Seller and the Buyer, at or before the execution and delivery of these presents, and receipt of which is hereby acknowledged, does hereby (i) grant, bargain, sell, transfer, assign and set over unto the Buyer and its successors and assigns all right, title, and interest of the Seller, in and to (x) certain Railcars set forth on Exhibit A and (y) any Leases related thereto set forth on Exhibit B and (z) other certain assets set forth on Exhibit C and (ii) assign all of its right, title and interest in and to all warranties or representations made or given to the Seller with respect to the Railcars by the manufacturer thereof. The Buyer hereby assumes, and agrees it is unconditionally bound in respect of, as of the date hereof, all duties and obligations of the Seller under the Leases.

To have and to hold all and singular the rights to such Railcars and such Leases to the Buyer and its successors and assigns for their own use and behalf forever.

The Seller hereby warrants to the Buyer and its successors and assigns that, at the time of delivery of the Railcars and the assignment and assumption of such Leases, the Seller has legal and beneficial title thereto and good and lawful right to sell and otherwise convey such Railcars and to assign such Leases, and such Railcars and such Leases are free and clear of all Liens (other than Permitted Liens); provided, that the Seller covenants that it will defend forever such title to such Railcars and such Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of such Railcars and the assignment of such Leases by the Seller hereunder. Notwithstanding the provisions above and its and the Buyer's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Buyer all right, title and interest of the Seller in such Railcars and such Leases, as a precaution only, in the event of any challenge to this Bill of Sale as being in the nature of an absolute sale or assignment rather than a financing, the Seller hereby also grants the Buyer a security interest in such Railcars and such Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Purchase and Sale Agreement provide that this Bill of Sale and Assignment Agreement is other than a grant, bargain, sale, transfer, assignment and set over to the Buyer of all right, title and interest of the Seller in such Railcars and such Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Purchase and Sale Agreement.

THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES). THIS BILL OF SALE HAS BEEN DELIVERED IN THE STATE OF NEW YORK.

\* \* \*

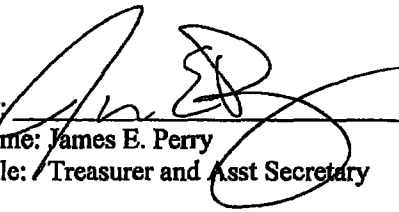
1. The first part of the document is a list of the names of the persons who were present at the meeting. The names are listed in alphabetical order.

(

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IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be executed in its name, by a duly authorized officer on the 27<sup>th</sup> day of August, 2008.


**TRINITY INDUSTRIES LEASING COMPANY**

By:   
Name: James E. Perry  
Title: Treasurer and Asst Secretary

**TRIP RAIL LEASING LLC**

By: TRIP Rail Holdings LLC, its Managing Member

By: Trinity Industries Leasing Company, its  
Manager

By:   
Name: Eric R. Marchetto  
Title: Vice President

**ACKNOWLEDGMENT**

STATE OF Texas )

COUNTY OF Dallas )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared James E. Perry, who upon oath, acknowledged himself to be Treasurer and Asst Secretary of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption Agreement for the purposes therein contained by signing the name of the corporation by her/himself as such officer of TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 27<sup>th</sup> day of August, 2008.



Danielle Henderson  
Notary Public

MY COMMISSION EXPIRES: 6/9/2012

**ACKNOWLEDGMENT**

STATE OF Texas )

COUNTY OF Dallas )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Eric R. Marchetto, who upon oath, acknowledged himself to be a Vice President of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, the manager of TRIP Holdings LLC, a Delaware limited liability company, which is the managing member of TRIP Leasing LLC, a Delaware limited liability company, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption Agreement for the purposes therein contained by signing the name of the corporation by her/himself as a such officer TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 27<sup>th</sup> day of August, 2008.



Danielle Henderson  
Notary Public

MY COMMISSION EXPIRES: 6/9/2012

**SCHEDULE A**  
**to Bill of Sale and Assignment and Assumption Agreement**

**PURCHASE PRICE**

The parties consider the Purchase Price confidential and it is omitted from any filing of this Bill of Sale and Assignment and Assumption Agreement with the Surface Transportation Board or the Office of the Registrar General of Canada.

[Bill of Sale and Assignment and Assumption Agreement (TILC)]

**EXHIBIT A**

**to Bill of Sale and Assignment and Assumption Agreement**

**RAILCARS**

**[see attached]**



## TRIP RAIL LEASING LLC

Close 13

## Exhibit A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
1	TILX262668	27641	July-08	Tank
2	TILX262669	27641	July-08	Tank
3	TILX262670	27641	July-08	Tank
4	TILX262671	27641	July-08	Tank
5	TILX262672	27641	July-08	Tank
6	TILX262673	27641	June-08	Tank
7	TILX262674	27641	July-08	Tank
8	TILX262675	27641	June-08	Tank
9	TILX262676	27641	June-08	Tank
10	TILX262677	27641	June-08	Tank
11	TILX262678	27641	June-08	Tank
12	TILX262679	27641	July-08	Tank
13	TILX262680	27641	July-08	Tank
14	TILX262681	27641	June-08	Tank
15	TILX262682	27641	June-08	Tank
16	TILX262683	27641	June-08	Tank
17	TILX262684	27641	July-08	Tank
18	TILX262685	27641	June-08	Tank
19	TILX262686	27641	June-08	Tank
20	TILX262687	27641	June-08	Tank
21	TILX030139	48828	March-08	Freight
22	TILX030140	48828	March-08	Freight
23	TILX030141	48828	March-08	Freight
24	TILX030149	48828	March-08	Freight
25	TILX030153	48828	March-08	Freight
26	TILX210113	3094	July-08	Tank
27	TILX262538	3993	May-08	Tank
28	TILX262539	3993	June-08	Tank
29	TILX262544	3993	May-08	Tank
30	TILX262545	3993	May-08	Tank
31	TILX262550	3993	June-08	Tank
32	GNAX009660	5673	July-08	Freight
33	GNAX009661	5673	July-08	Freight
34	GNAX009662	5673	July-08	Freight
35	GNAX009663	5673	July-08	Freight
36	GNAX009664	5673	July-08	Freight
37	GNAX009665	5673	July-08	Freight
38	GNAX009666	5673	July-08	Freight
39	GNAX009667	5673	July-08	Freight
40	GNAX009668	5673	July-08	Freight
41	GNAX009669	5673	July-08	Freight
42	GNAX009670	5673	July-08	Freight
43	GNAX009671	5673	July-08	Freight
44	GNAX009672	5673	July-08	Freight
45	GNAX009673	5673	July-08	Freight
46	GNAX009674	5673	July-08	Freight

**TRIP RAIL LEASING LLC**  
**Close 13**

**Exhibit A**

<b><u>ID</u></b>	<b><u>Asset Mark</u></b>	<b><u>Lessee Number</u></b>	<b><u>Build Date</u></b>	<b><u>Car Type</u></b>
47	GNAX009676	5673	July-08	Freight
48	GNAX009677	5673	July-08	Freight
49	GNAX009678	5673	July-08	Freight
50	GNAX009679	5673	July-08	Freight
51	GNAX009682	5673	July-08	Freight
52	TILX201504	46999	March-08	Tank
53	TILX201505	46999	March-08	Tank
54	TILX201506	46999	March-08	Tank
55	TILX201507	46999	March-08	Tank
56	TILX201508	46999	March-08	Tank
57	TILX201509	46999	March-08	Tank
58	TILX201510	46999	April-08	Tank
59	TILX201511	46999	April-08	Tank
60	TILX303366	27423	January-08	Tank
61	TILX303367	27423	January-08	Tank
62	TILX303368	27423	January-08	Tank
63	TILX303369	27423	January-08	Tank
64	TILX303370	27423	January-08	Tank
65	TILX303371	27423	January-08	Tank
66	TILX303372	27423	February-08	Tank
67	TILX303373	27423	February-08	Tank
68	TILX303374	27423	February-08	Tank
69	TILX303375	27423	February-08	Tank
70	TILX303376	27423	February-08	Tank
71	TILX303377	27423	February-08	Tank
72	TILX303378	27423	February-08	Tank
73	TILX303379	27423	February-08	Tank
74	TILX303380	27423	February-08	Tank
75	TILX303381	27423	February-08	Tank
76	TILX303382	27423	February-08	Tank
77	TILX303383	27423	February-08	Tank
78	TILX303384	27423	February-08	Tank
79	TILX303385	27423	February-08	Tank
80	TILX110349	47120	February-08	Tank
81	TILX110350	47120	February-08	Tank
82	TILX110351	47120	February-08	Tank
83	TILX110352	47120	February-08	Tank
84	TILX110353	47120	February-08	Tank
85	TILX110354	47120	February-08	Tank
86	TILX110355	47120	February-08	Tank
87	TILX110356	47120	February-08	Tank
88	TILX110357	47120	February-08	Tank
89	TILX110358	47120	February-08	Tank
90	TILX110359	47120	February-08	Tank
91	TILX110360	47120	February-08	Tank
92	TILX110361	47120	February-08	Tank

## TRIP RAIL LEASING LLC

Close 13

## Exhibit A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
93	TILX110362	47120	February-08	Tank
94	TILX110363	47120	February-08	Tank
95	TILX110364	47120	February-08	Tank
96	TILX110365	47120	February-08	Tank
97	TILX110366	47120	February-08	Tank
98	TILX110367	47120	February-08	Tank
99	TILX110368	47120	February-08	Tank
100	TILX110369	47120	February-08	Tank
101	TILX110370	47120	February-08	Tank
102	TILX110371	47120	February-08	Tank
103	TILX110372	47120	February-08	Tank
104	TILX110373	47120	February-08	Tank
105	TILX262662	7964	July-08	Tank
106	TILX262663	7964	July-08	Tank
107	TILX262664	7964	July-08	Tank
108	TILX262665	7964	July-08	Tank
109	TILX262666	7964	July-08	Tank
110	TILX262667	7964	July-08	Tank
111	TILX110374	10538	May-08	Tank
112	TILX110375	10538	May-08	Tank
113	TILX110376	10538	May-08	Tank
114	TILX110377	10538	May-08	Tank
115	TILX110378	10538	May-08	Tank
116	TILX110379	10538	May-08	Tank
117	TILX110380	10538	May-08	Tank
118	TILX110381	10538	May-08	Tank
119	TILX110382	10538	May-08	Tank
120	TILX110383	10538	May-08	Tank
121	TILX110384	10538	May-08	Tank
122	TILX110385	10538	May-08	Tank
123	TILX110386	10538	May-08	Tank
124	TILX110387	10538	May-08	Tank
125	TILX110388	10538	May-08	Tank
126	TILX110389	10538	May-08	Tank
127	TILX110390	10538	May-08	Tank
128	TILX110391	10538	May-08	Tank
129	TILX110392	10538	May-08	Tank
130	TILX110393	10538	May-08	Tank

[Bill of Sale and Assignment and Assumption Agreement (TILC)]

**EXHIBIT B**

**to Bill of Sale and Assignment and Assumption Agreement**

**LEASES**

**[see attached]**

## **Exhibit B**

### **Leases**

1. Twenty (20) units identified with marks TILC 262668 – 262687 leased pursuant to Rider Nine (9) to that certain Railroad Car Lease Agreement dated May 23, 2005 between Trinity Industries Leasing Company and Building Materials Corporation of America.
2. Five (5) units identified with marks TILX 30139 – 30141, TILX 30149, and TILX 30153 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated April 1, 2008 between Trinity Industries Leasing Company and CGC Inc.
3. One (1) unit identified with mark TILX 210113 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated October 8, 2002 between Trinity Industries Leasing Company and Citgo Petroleum Corporation.
4. Five (5) units identified with marks TILX 262538 – 262539, TILX 262544 – 262545 and TILX 262550 leased pursuant to Rider Eight (8) to that certain Railroad Car Lease Agreement dated April 15, 1988 between Trinity Industries Leasing Company and The Dow Chemical Company.
5. Twenty (20) units identified with marks GNAX 9660 – 9674, GNAX 9676 – 9679, and GNAX 9682 leased pursuant to Rider Two (2) to that certain Railroad Car Net Lease Agreement dated February 14, 2008 between Trinity Industries Leasing Company and Holcim (US) Inc.
6. Eight (8) units identified with marks TILX 201504 – 201511 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated February 27, 2007 between Trinity Industries Leasing Company and ICL Performance Products LP.
7. Twenty (20) units identified with marks TILX 303366 – 303385 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement dated December 5, 2005 between Trinity Industries Leasing Company and INEOS Oligomers, a division of INEOS USA, LLC.
8. Twenty-five (25) units identified with marks TILX 110349 – 110373 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated February 1, 2008 between Trinity Industries Leasing Company and Lucier Chemical Industries, LTD dba LCI, Ltd..

9. Six (6) units identified with marks TILX 262662 – 262667 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement dated March 8, 2005 between Trinity Industries Leasing Company and Nalco Company.
10. Twenty (20) units identified with marks TILX 110374 -100393 leased pursuant to Rider Seven (7) to that certain Railroad Car Lease Agreement dated August 19, 1993 between Trinity Industries Leasing Company and Stolt-Nielsen, Inc.

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

8/28/08



\_\_\_\_\_  
Robert W. Alvord